

HEARING DATE AND TIME: July 13, 2009 at 9:00 a.m. (Eastern Time)

OBJECTION DEADLINE: July 6, 2009 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Harvey R. Miller
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Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**NOTICE OF DEBTORS' FIRST OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated June 19, 2009 (the "**Motion**"), of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order, pursuant to section 365, of title 11, United States Code to reject certain executory contracts (collectively, the "**Executory Contracts**"), as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the

Southern District of New York, One Bowling Green, New York, New York 10004, on **July 13, 2009 at 9:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o General Motors Corporation, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iii) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (iv) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (v) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vi) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Kenneth H. Eckstein, Esq., Thomas Moers Mayer, Esq., Adam C. Rogoff, Esq., and Gordon Z. Novod,

Esq.); (vii) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“**UAW**”), 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel W. Sherrick, Esq.); (viii) Cleary Gottlieb Steen & Hamilton LLP, attorneys for the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (xi) Cohen, Weiss and Simon LLP, attorneys for the UAW, 330 W. 42nd Street, New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York (Attn: Diana G. Adams, Esq.), 33 Whitehall Street, 21st Floor, New York, New York 10004; (xiii) the affected counterparties to the Executory Contracts; and (xiv) the U.S. Attorney’s Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **July 6, 2009, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
June 19, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

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Attorneys for Debtors
and Debtors in Possession

HEARING DATE AND TIME: July 13, 2009 at 9:00 a.m. (Eastern Time)

OBJECTION DEADLINE: July 6, 2009 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**DEBTORS' FIRST OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

General Motors Corporation (“GM”) and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure

(the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”) effective as of the date hereof. A proposed order (“ the **Order**”) is attached hereto as **Exhibit B**.

2. A list of the affected Executory Contracts is attached hereto as **Exhibit A**. In accordance with Rule 6006(a)(f)(6), the proposed list of Executory Contracts lists parties alphabetically and contains fewer than 100 contracts.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

The Executory Contracts

4. The Debtors are currently undergoing a comprehensive review of their executory contracts to determine which contracts to assume and which to reject. Because the Debtors are in the process of selling substantially all of their assets and winding down their remaining operations, the Debtors no longer require certain executory contracts for their continued operations and will seek to reject those contracts that provide no meaningful value or benefit to the Debtors’ estates. The Debtors have reviewed the Executory Contracts that are the subject of this Motion and have determined, in their sound business judgment, that continuing the Executory Contracts would be costly and would provide no corresponding benefit or utility to the Debtors or their estates.

5. The Executory Contracts primarily concern marketing, sponsorship, and promotion-related agreements relating to GM products that (i) will be sold by the Debtors pursuant to the contemplated sale of substantially all of the Debtors’ assets to Vehicle

Acquisition Holdings LLC, a purchaser sponsored by the United States Department of the Treasury (the “**363 Sale**”) or (ii) will be eliminated as part of the Debtors’ wind down process. Consequently, the Executory Contracts are not necessary for the administration of the Debtors’ estates and maintaining the Executory Contracts would impose unnecessary costs and burdens on the Debtors’ estates. The Debtors have also explored the possibility of marketing the Executory Contracts, but have determined that doing so would provide no meaningful benefit or value to the Debtors’ estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts.

6. In each instance, the Debtors propose that the rejections of the Executory Contracts be effective as of Monday June 22, 2009, the date on which the counterparties to the Executory Contracts will receive notice of the Motion via overnight mail.

**Rejection of the Executory Contracts Is Supported by the
Debtors’ Business Judgment and Should Be Approved by the Court**

7. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” *See also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

8. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco &*

Bildisco, 465 U.S. at 523 (recognizing the “business judgment” standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the “business judgment” standard used to approve rejection of executory contracts); *In re Mingos*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the “business judgment” test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d*, 187 B.R. 111 (S.D.N.Y. 1995) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”).

9. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will benefit the estate.’”) (citation omitted); *In re Balco Equities Ltd., Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.”) (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d*, 187 B.R. 111 (S.D.N.Y. 1995)).

10. The Debtors have reviewed the Executory Contracts and have determined that in light of the contemplated 363 Sale and subsequent wind down, the Executory Contracts are no longer necessary for the Debtors’ ongoing business, and create unnecessary and burdensome expenses for the Debtors’ estates. In addition, the Debtors have determined that no

meaningful value would be realized by the Debtors if the Executory Contracts were assumed and assigned to third parties. Accordingly, the Executory Contracts should be rejected.

Notice

Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the attorneys for the United States Department of the Treasury, (iii) the attorneys for Export Development Canada, (iv) the attorneys for the agent under GM's prepetition secured term loan agreement, (v) the attorneys for the agent under GM's prepetition amended and restated secured revolving credit agreement, (vi) the attorneys for the statutory committee of unsecured creditors appointed in these chapter 11 cases, (vii) the attorneys for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (viii) the attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, (ix) the United States Department of Labor, (x) the attorneys for the National Automobile Dealers Association, (xi) the attorneys for the ad hoc bondholders committee, (xii) the U.S. Attorney's Office, S.D.N.Y., (xiii) the counterparties to the Executory Contracts, and (xiv) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
June 19, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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767 Fifth Avenue
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Attorneys for Debtors
and Debtors in Possession

Exhibit A

Executory Contracts

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
1	21st District Agricultural Association - The Big Fresno Fair	21ST DISTRICT AGRICULTURAL ASSOCIATION - THE BIG FRESNO FAIR DAVID NALCHAJIAN 1121 S CHANCE AVE FRESNO, CA 93702-3707	Promotional Agreement	10/31/2008
2	600 Festival Association	600 FESTIVAL ASSOCIATION MR. JAY HOWARD 6427 SADDLE CREEK CT., HARRISBURGH HARRISBURG, NC 28075	Promotional Agreement	1/1/2009
3	Bowyer Dirt Motorsports	CLINT BOWYER RACING INC. CHIP WILLIAMS PO BOX 1479, WELCOME WELCOME, NC 27374	Personal Service Agreement	1/1/2008
4	Bristol Motor Speedway d/b/a Bristol Dragway	BRISTOL MOTOR SPEEDWAY D/B/A BRISTOL DRAGWAY MR. JERRY CALDWELL 151 SPEEDWAY BLVD BRISTOL, TN 37620-8932	Race Track Promotional Agreement (Pontiac)	1/1/2008
5	Buckmasters	BUCKMASTERS MR. JACKIE BUSHMAN 10350 HWY 80 EAST, MONTGOMERY MONTGOMERY, AL 36117	Promotional Agreement	4/1/2009
6	Budco	BUDCO ALICIA ROBERTS 13700 OAKLAND HIGHLAND PARK, MI 48203	B2B Customer Service Call Center	10/23/2008
7	Charlotte Motor Speedway LLC	CHARLOTTE MOTOR SPEEDWAY LLC AKA LOWE'S MOTOR SPEEDWAY PO BOX 600 CONCORD NC 28026-0600	Suite # 112, 66 Suite tickets, 16 Pit passes, 2 Worker Passes, 10 Parking passes	9/6/2006
8	ChinMusic Records, Inc.	CHINMUSIC RECORDS, INC. DANIELLE LEE MARTIN 1609 INVERNESS DR., SPRING HILL SPRING HILL, TN 37174	Promotional Agreement	5/31/2009
9	City of Lansing	CITY OF LANSING JOHN M. ROBERTS, JR. - CITY ATTORNEY CITY OF LANSING CITY HALL 5TH FLOOR LANSING LANSING, MI 48933	Naming rights to Oldsmobile Park	8/2/1995
10	City of Rochester	CITY OF ROCHESTER MARY HAYWORD 30 CHURCH ST, ROCHESTER ROCHESTER, NY 14614	Promotional Agreement	4/24/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
11	ClearChannel Entertainment	CLEARCHANNEL ENTERTAINMENT MS. LINDA WEMMELL 95 SOUTH TURNPIKE RD, WALLINGFORD WALLINGFORD, CT 06492	Promotional Agreement	7/8/2005
12	Daytona International Speedway, LLC	SHERRILEE STOUT DIRECTOR OF BUSINESS DEVELOPMENT 1801 W. INTERNATIONAL SPEEDWAY BLVD. DAYTONA BEACH FL 32114	Nextel Tower Suite #519, 65 Seats with 77 tickets incl Fan zone and Pre Race passes, 11 parking	8/9/2006
13	Deer Valley Resort Company	DEER VALLEY RESORT COMPANY MR. BOB WHEATON 2250 DEER VALLEY DRIVE SOUTH, PARK CITY PARK CITY, UT 84060	Promotional Agreement	11/3/2008
14	Discover Mediaworks	DISCOVER MEDIAWORKS MR. MARK ROSE 5236 HIGHWAY 70 WEST, EAGLE RIVER EAGLE RIVER, WI 54521	Promotional Agreement	1/1/2009
15	Dover International Speedway, Inc	MARK A. ROSSI VICE PRESIDENT SALES & MARKETING 1131 NORTH DUPONT HIGHWAY DOVER, DE 10091	Turn 1 Suite # 2, 50 Seats with 60 Suite Passes (including admission) and 30 VIP parking	Mar-07
16	Dover International Speedway, Inc	SENIOR VICE PRESIDENT-GENERAL COUNSEL, 3505 SILVERSIDE ROAD PLAZA CENTRE BUILDING SUITE 203 WILMINGTON, DE 19810	Turn 1 Suite # 2, 50 Seats with 60 Suite Passes (including admission) and 30 VIP parking	Mar-07
17	Grand Am Road Racing, LLC.	GRAND AM ROAD RACING, LLC. MR. OLLIE DEAN 1801 W INTERNATIONAL SPEEDWAY BLVD DAYTONA BEACH, FL 32114-1215	Official Vehicle Sponsorship for Pontiac Brand	1/3/2008
18	Greater Park City Company d/b/a Park City Mountain Resort	GREATER PARK CITY COMPANY D/B/A PARK CITY MOUNTAIN RESORT MS. KRISTA PARRY 1310 LOWELL AVE, PARK CITY PARK CITY, UT 84060	Promotional Agreement	11/20/2008
19	Greater Tulsa Automobile and Truck Show	GREATER TULSA AUTOMOBILE AND TRUCK SHOW MR. CHARLES TABER 3333 S HARVARD AVE STE B TULSA, OK 74135-1802	Promotional Agreement	3/2/2009
20	Hershey Resorts	JILL FLEURY CECALA DIRECTOR OF NE SALES AND MARKETING WEST CHOCOLATE AVENUE & UNIVERSITY DRIVE P.O. BOX 446, HERSHEY, PA 17033-0446	Guest rooms, function rooms and food & beverage	8/4/2008
21	IMG Worldwide, Inc.	IMG WORLDWIDE, INC. MR. ERIC BALDWIN 1360 E 9TH ST STE 100 CLEVELAND, OH 44114-1783	Official Car Sponsorship	8/23/2006

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
22	Insignia Group, LLC	INSIGNIA GROUP, LLC DAVID STRINGER - EXECUTIVE DIRECTOR 220 WESTINGHOUSE BLVD STE 408 CHARLOTTE, NC 28273-6240	License Agreement	4/25/2007
23	International Sport Properties, Inc.	AMERICAN HOLE N'ONE INC MR. GRANT ADAMS 55 SCOTT STREET, BUFORD BUFORD, GA 30518	Promotional Agreement	9/16/2008
24	Jacksonhole Mountain Resort Company	JACKSONHOLE MOUNTAIN RESORT COMPANY MR. BILL LEWKOWITZ 3395 CODY DRIVE, TETON VILLAGE TETON VILLAGE, WY 83025	Promotional Agreement	10/28/2008
25	Leighton Reese	LEIGHTON REESE LEIGHTON REESE 14301 W 62ND ST EDEN PRAIRIE, MN 55346-1708	Motorsports Team Agreement	1/1/2008
26	Live Nation Marketing, Inc.	LIVE NATION MARKETING, INC. MR. JEFF WALLACE 95 SOUTH TURNPIKE RD, WALLINGFORD WALLINGFORD, CT 06492	Promotional Agreement	4/1/2009
27	Mt. Bachelor Inc.	MT. BACHELOR INC. MR. ALEX KAUFMAN 13000 CENTURY DRIVE, BEND BEND, OR 97709	Promotional Agreement	10/27/2008
28	National FFA Organization	NATIONAL FFA ORGANIZATION MR. GLENN SIMMS 6060 FFA DRIVE, INDIANAPOLIS INDIANAPOLIS, IN 46278	Promotional Agreement	8/1/2008
29	National Hot Rod Association	NATIONAL HOT ROD ASSOCIATION MR. GARY DARCY 2035 E FINANCIAL WAY GLENDDORA, CA 91741-4602	Promotional Agreement for Pontiac Brand	1/1/2008
30	National Hot Rod Association	LEGAL DEPARTMENT NATIONAL HOT ROD AASSOCIATION, 2035 FINANCIAL WAY GLENDDORA, CA 91741-4602	Suite 308, 30 daily suite passes (with pit pass and admission), 25 daily suite passes, 6 parking.	12/11/2006
31	National Hot Rod Association	NATIONAL HOT ROD ASSOCIATION 2035 E FINANCIAL WAY GLENDDORA, CA 91741-4602	Sponsorship Agreement	1/22/2009
32	New England Ski Area Council	MR. FRANK TANSEY 127 PEPSI RD., MANCHESTER MANCHESTER, NH 03109	Promotional Agreement	2/19/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
33	New Stevens LLC	NEW STEVENS LLC MR. JOHN GIFFORD SUMMITT US HIGHWAY 2, SKYKOMISH SKYKOMISH, WA 98288	Promotional Agreement	11/12/2008
34	Oakdale Theater Concerts	CLEAR CHANNEL COMMUNICATIONS INC. MS. ANDREA ROST 4695 SOUTH MONACO, DENVER DENVER, CO 80237	Promotional Agreement	2/17/2008
35	OTS SIGNS L.P.	OTS SIGNS L.P. 745 5TH AVE STE 1707 NEW YORK, NY 10151-1700	Chevrolet Clock in Times Square Advertisement	5/15/2006
36	Promedia LLC D/B/A National Muscle Car Association Hot Rod and Muscle Car Nationals	STEVE Wolcott, CEO 3518 W. LAKE CENTER DRIVE, SUITE D, SANTA ANA, CA 92704	Sponsorship of National Muscle Car Association LSX Shootout at Memphis Motorsports Park Oct 15-18, 2009	5/6/2009
37	Quail Unlimited, Inc	QUAIL UNLIMITED, INC MR. ROCKY EVANS 31 QUAIL RUN, EDGEFIELD EDGEFIELD, SC 29824	Promotional Agreement	1/1/2009
38	Quality Dear Management Association	QUALITY DEAR MANAGEMENT ASSOCIATION MR. RANDY BOWDEN 170 WHITETAIL WAY BOGART, GA 30622-6833	Promotional Agreement	1/7/2009
39	RCR Team #31 LLC - Jeff Burton	RCR TEAM #31 LLC, PERSONAL SERVICES AGREEMENT JEFF BURTON 425 Industrial Drive Welcome, NC 27374	Personal Service Agreement	1/1/2008
40	Richmond International Raceway, Inc	BRIAN HAGERMAN SR. MANAGER OF BUSINESS DEVELOPMENT 600 EAST LABURNUM AVENUE, RICHMOND, VA 23222	Dogwood 126, 60-person tower suite, 30 pre-race pit road tour passes, 15 parking	11/21/2007
41	RWI Racing LLC	RUSTY WALLACE INC RUSTY WALLACE 149 KNOB HILL RD MOORESVILLE, NC 28117-6847	Motorsports Sponsorship Agreement	1/1/2009
42	Ryan Newman Motorsports, Inc	RYAN NEWMAN MOTORSPORTS, INC MARY GRAMS 165 JENNINGS ROAD, STATESVILLE STATESVILLE, NC 28625	Sponsorship Service Agreement	2/1/2009
43	San Antonio Livestock Exposition, Inc.	SAN ANTONIO LIVESTOCK EXPOSITION, INC. MS. PAM REW 3201 EAST HOUSTON SAN ANTONIO, TX 78219	Sponsorship	10/22/2008

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
44	Sherwood Equities	SHERWOOD EQUITIES BRIAN TURNER 745 5TH AVE STE 1707 NEW YORK, NY 10151-1700	Times Square Billboard (Pontiac Garage)	4/4/2008
45	Sportsman's Adventures	SPORTSMAN'S ADVENTURES MR. RICK MURPHY 6000 SW 80TH STREET, SOUTH MIAMI MIAMI, FL 33143	Promotional Agreement	4/28/2008
46	Stallings Capital Group, Inc. dba Bob Stallings Racing LLC	BOB STALLINGS RACING BOB STALLINGS 4 WINDSOR RIDGE, FRISCO FRISCO, TX 75034	Motorsports Team Agreement	1/1/2008
47	T.B.H.C. d/b/a The Arnold Palmer Invitational	T.B.H.C. D/B/A THE ARNOLD PALMER INVITATIONAL MR. SCOTT WELLINGTON 9000 BAY HILL BLVD ORLANDO, FL 32819-4880	PGA Golf Tournament Sponsorship	2/14/2007
48	Tech Nation	TECH NATION 33 W SECOND ST MAYSVILLE, KY 41056	CAP Advertising Agreement	1/1/2009
49	The California Speedway Corporation	THE CALIFORNIA SPEEDWAY CORPORATION WAYNE T. WILLIAMS, CORPORATE SALES MANAGER 9300 CHERRY AVENUE FONTANA, CA 92335	Double terrace package Suite # 43, 70 VIP suite passes with access to pit row, 4 Worker passes and 35 VIP parking.	Aug-06
50	The Chanler at Cliff Walk	THE CHANLER AT CLIFF WALK MR. TIM THUELL 117 MEMORIAL BLVD NEWPORT, RI 02840-3659	Sponsorship	3/21/2009
51	The Oakland Raiders	THE OAKLAND RAIDERS MR. ROBERT KINNARD 1220 OAKLAND HARBOR BAY PKWY, ALAMEDA ALAMEDA, CA 94502	Promotional Agreement	8/30/2007
52	TIS Industries, Inc.	TIS INDUSTRIES, INC. 16815 E JOHNSON DR CITY OF INDUSTRY, CA 91745-2417	License Agreement	10//01/2007
53	TRAKON SHOW & DISPLAY INC	TRAKON SHOW & DISPLAY INC 42268 YEAREGO DR STERLING HEIGHTS, MI 48314-3260	Show Vehicle Support Contract.	Spot Buy - no date
54	USC Athletics	USC ATHLETICS MR. JOSE ESKANAZI 3501 WATTS WAY # 203A LOS ANGELES, CA 90089-0055	Promotional Agreement	3/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
55	Vehatire	VEHATIRE MIKE RICCHUITI-GENERAL MANAGER 186 N DUPONT HWY STE 33 NEW CASTLE, DE 19720-3139	License Agreement for Promotional Services	8/27/2007
56	Workhorse Custom Chassis LLC	WORKHORSE CUSTOM CHASSIS, LLC ATTN: KEITH H. BERK, ESQ. 180 N LA SALLE ST STE 3700 C/O HORWOOD MARCUS & BERK CHARTERED CHICAGO, IL 60601-2809	Trademark License Agreement	1/1/2005

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**FIRST OMNIBUS ORDER
PURSUANT TO 11 U.S.C. § 365 OF THE BANKRUPTCY
CODE TO REJECT CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated June 19, 2009 (the “**Motion**”)¹, of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors are hereby authorized to reject the Executory Contracts listed on **Annex I** attached hereto, effective as of Monday June 22, 2009, the date on which the counterparties to the Executory Contracts received notice of the Motion via overnight mail (the “**Rejection Date**”); and it is further

ORDERED that upon service of this Order upon the counterparties to the Executory Contracts, the Executory Contracts shall be deemed rejected, effective as of the Rejection Date; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I

Executory Contracts

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date
1	21st District Agricultural Association - The Big Fresno Fair	21ST DISTRICT AGRICULTURAL ASSOCIATION - THE BIG FRESNO FAIR DAVID NALCHAJIAN 1121 S CHANCE AVE FRESNO, CA 93702-3707	Promotional Agreement	10/31/2008
2	600 Festival Association	600 FESTIVAL ASSOCIATION MR. JAY HOWARD 6427 SADDLE CREEK CT., HARRISBURGH HARRISBURG, NC 28075	Promotional Agreement	1/1/2009
3	Bowyer Dirt Motorsports	CLINT BOWYER RACING INC. CHIP WILLIAMS PO BOX 1479, WELCOME WELCOME, NC 27374	Personal Service Agreement	1/1/2008
4	Bristol Motor Speedway d/b/a Bristol Dragway	BRISTOL MOTOR SPEEDWAY D/B/A BRISTOL DRAGWAY MR. JERRY CALDWELL 151 SPEEDWAY BLVD BRISTOL, TN 37620-8932	Race Track Promotional Agreement (Pontiac)	1/1/2008
5	Buckmasters	BUCKMASTERS MR. JACKIE BUSHMAN 10350 HWY 80 EAST, MONTGOMERY MONTGOMERY, AL 36117	Promotional Agreement	4/1/2009
6	Budco	BUDCO ALICIA ROBERTS 13700 OAKLAND HIGHLAND PARK, MI 48203	B2B Customer Service Call Center	10/23/2008
7	Charlotte Motor Speedway LLC	CHARLOTTE MOTOR SPEEDWAY LLC AKA LOWE'S MOTOR SPEEDWAY PO BOX 600 CONCORD NC 28026-0600	Suite # 112, 66 Suite tickets, 16 Pit passes, 2 Worker Passes, 10 Parking passes	9/6/2006
8	ChinMusic Records, Inc.	CHINMUSIC RECORDS, INC. DANIELLE LEE MARTIN 1609 INVERNESS DR., SPRING HILL SPRING HILL, TN 37174	Promotional Agreement	5/31/2009
9	City of Lansing	CITY OF LANSING JOHN M. ROBERTS, JR. - CITY ATTORNEY CITY OF LANSING CITY HALL 5TH FLOOR LANSING LANSING, MI 48933	Naming rights to Oldsmobile Park	8/2/1995
10	City of Rochester	CITY OF ROCHESTER MARY HAYWORD 30 CHURCH ST, ROCHESTER ROCHESTER, NY 14614	Promotional Agreement	4/24/2009

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11	ClearChannel Entertainment	CLEARCHANNEL ENTERTAINMENT MS. LINDA WEMMELL 95 SOUTH TURNPIKE RD, WALLINGFORD WALLINGFORD, CT 06492	Promotional Agreement	7/8/2005
12	Daytona International Speedway, LLC	SHERRILEE STOUDT DIRECTOR OF BUSINESS DEVELOPMENT 1801 W. INTERNATIONAL SPEEDWAY BLVD. DAYTONA BEACH FL 32114	Nextel Tower Suite #519, 65 Seats with 77 tickets incl Fan zone and Pre Race passes, 11 parking	8/9/2006
13	Deer Valley Resort Company	DEER VALLEY RESORT COMPANY MR. BOB WHEATON 2250 DEER VALLEY DRIVE SOUTH, PARK CITY PARK CITY, UT 84060	Promotional Agreement	11/3/2008
14	Discover Mediaworks	DISCOVER MEDIAWORKS MR. MARK ROSE 5236 HIGHWAY 70 WEST, EAGLE RIVER EAGLE RIVER, WI 54521	Promotional Agreement	1/1/2009
15	Dover International Speedway, Inc	MARK A. ROSSI VICE PRESIDENT SALES & MARKETING 1131 NORTH DUPONT HIGHWAY DOVER, DE 10091	Turn 1 Suite # 2, 50 Seats with 60 Suite Passes (including admission) and 30 VIP parking	Mar-07
16	Dover International Speedway, Inc	SENIOR VICE PRESIDENT-GENERAL COUNSEL, 3505 SILVERSIDE ROAD PLAZA CENTRE BUILDING SUITE 203 WILMINGTON, DE 19810	Turn 1 Suite # 2, 50 Seats with 60 Suite Passes (including admission) and 30 VIP parking	Mar-07
17	Grand Am Road Racing, LLC.	GRAND AM ROAD RACING, LLC. MR. OLLIE DEAN 1801 W INTERNATIONAL SPEEDWAY BLVD DAYTONA BEACH, FL 32114-1215	Official Vehicle Sponsorship for Pontiac Brand	1/3/2008
18	Greater Park City Company d/b/a Park City Mountain Resort	GREATER PARK CITY COMPANY D/B/A PARK CITY MOUNTAIN RESORT MS. KRISTA PARRY 1310 LOWELL AVE, PARK CITY PARK CITY, UT 84060	Promotional Agreement	11/20/2008
19	Greater Tulsa Automobile and Truck Show	GREATER TULSA AUTOMOBILE AND TRUCK SHOW MR. CHARLES TABER 3333 S HARVARD AVE STE B TULSA, OK 74135-1802	Promotional Agreement	3/2/2009
20	Hershey Resorts	JILL FLEURY CECALA DIRECTOR OF NE SALES AND MARKETING WEST CHOCOLATE AVENUE & UNIVERSITY DRIVE P.O. BOX 446, HERSHEY, PA 17033-0446	Guest rooms, function rooms and food & beverage	8/4/2008
21	IMG Worldwide, Inc.	IMG WORLDWIDE, INC. MR. ERIC BALDWIN 1360 E 9TH ST STE 100 CLEVELAND, OH 44114-1783	Official Car Sponsorship	8/23/2006

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22	Insignia Group, LLC	INSIGNIA GROUP, LLC DAVID STRINGER - EXECUTIVE DIRECTOR 220 WESTINGHOUSE BLVD STE 408 CHARLOTTE, NC 28273-6240	License Agreement	4/25/2007
23	International Sport Properties, Inc.	AMERICAN HOLE N'ONE INC MR. GRANT ADAMS 55 SCOTT STREET, BUFORD BUFORD, GA 30518	Promotional Agreement	9/16/2008
24	Jacksonhole Mountain Resort Company	JACKSONHOLE MOUNTAIN RESORT COMPANY MR. BILL LEWKOWITZ 3395 CODY DRIVE, TETON VILLAGE TETON VILLAGE, WY 83025	Promotional Agreement	10/28/2008
25	Leighton Reese	LEIGHTON REESE LEIGHTON REESE 14301 W 62ND ST EDEN PRAIRIE, MN 55346-1708	Motorsports Team Agreement	1/1/2008
26	Live Nation Marketing, Inc.	LIVE NATION MARKETING, INC. MR. JEFF WALLACE 95 SOUTH TURNPIKE RD, WALLINGFORD WALLINGFORD, CT 06492	Promotional Agreement	4/1/2009
27	Mt. Bachelor Inc.	MT. BACHELOR INC. MR. ALEX KAUFMAN 13000 CENTURY DRIVE, BEND BEND, OR 97709	Promotional Agreement	10/27/2008
28	National FFA Organization	NATIONAL FFA ORGANIZATION MR. GLENN SIMMS 6060 FFA DRIVE, INDIANAPOLIS INDIANAPOLIS, IN 46278	Promotional Agreement	8/1/2008
29	National Hot Rod Association	NATIONAL HOT ROD ASSOCIATION MR. GARY DARCY 2035 E FINANCIAL WAY GLENDDORA, CA 91741-4602	Promotional Agreement for Pontiac Brand	1/1/2008
30	National Hot Rod Association	LEGAL DEPARTMENT NATIONAL HOT ROD AASSOCIATION, 2035 FINANCIAL WAY GLENDDORA, CA 91741-4602	Suite 308, 30 daily suite passes (with pit pass and admission), 25 daily suite passes, 6 parking.	12/11/2006
31	National Hot Rod Association	NATIONAL HOT ROD ASSOCIATION 2035 E FINANCIAL WAY GLENDDORA, CA 91741-4602	Sponsorship Agreement	1/22/2009
32	New England Ski Area Council	MR. FRANK TANSEY 127 PEPSI RD., MANCHESTER MANCHESTER, NH 03109	Promotional Agreement	2/19/2009

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33	New Stevens LLC	NEW STEVENS LLC MR. JOHN GIFFORD SUMMITT US HIGHWAY 2, SKYKOMISH SKYKOMISH, WA 98288	Promotional Agreement	11/12/2008
34	Oakdale Theater Concerts	CLEAR CHANNEL COMMUNICATIONS INC. MS. ANDREA ROST 4695 SOUTH MONACO, DENVER DENVER, CO 80237	Promotional Agreement	2/17/2008
35	OTS SIGNS L.P.	OTS SIGNS L.P. 745 5TH AVE STE 1707 NEW YORK, NY 10151-1700	Chevrolet Clock in Times Square Advertisement	5/15/2006
36	Promedia LLC D/B/A National Muscle Car Association Hot Rod and Muscle Car Nationals	STEVE Wolcott, CEO 3518 W. LAKE CENTER DRIVE, SUITE D, SANTA ANA, CA 92704	Sponsorship of National Muscle Car Association LSX Shootout at Memphis Motorsports Park Oct 15-18, 2009	5/6/2009
37	Quail Unlimited, Inc	QUAIL UNLIMITED, INC MR. ROCKY EVANS 31 QUAIL RUN, EDGEFIELD EDGEFIELD, SC 29824	Promotional Agreement	1/1/2009
38	Quality Deer Management Association	QUALITY DEER MANAGEMENT ASSOCIATION MR. RANDY BOWDEN 170 WHITETAIL WAY BOGART, GA 30622-6833	Promotional Agreement	1/7/2009
39	RCR Team #31 LLC - Jeff Burton	RCR TEAM #31 LLC, PERSONAL SERVICES AGREEMENT JEFF BURTON 425 Industrial Drive Welcome, NC 27374	Personal Service Agreement	1/1/2008
40	Richmond International Raceway, Inc	BRIAN HAGERMAN SR. MANAGER OF BUSINESS DEVELOPMENT 600 EAST LABURNUM AVENUE, RICHMOND, VA 23222	Dogwood 126, 60-person tower suite, 30 pre-race pit road tour passes, 15 parking	11/21/2007
41	RWI Racing LLC	RUSTY WALLACE INC RUSTY WALLACE 149 KNOB HILL RD MOORESVILLE, NC 28117-6847	Motorsports Sponsorship Agreement	1/1/2009
42	Ryan Newman Motorsports, Inc	RYAN NEWMAN MOTORSPORTS, INC MARY GRAMS 165 JENNINGS ROAD, STATESVILLE STATESVILLE, NC 28625	Sponsorship Service Agreement	2/1/2009
43	San Antonio Livestock Exposition, Inc.	SAN ANTONIO LIVESTOCK EXPOSITION, INC. MS. PAM REW 3201 EAST HOUSTON SAN ANTONIO, TX 78219	Sponsorship	10/22/2008

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44	Sherwood Equities	SHERWOOD EQUITIES BRIAN TURNER 745 5TH AVE STE 1707 NEW YORK, NY 10151-1700	Times Square Billboard (Pontiac Garage)	4/4/2008
45	Sportsman's Adventures	SPORTSMAN'S ADVENTURES MR. RICK MURPHY 6000 SW 80TH STREET, SOUTH MIAMI MIAMI, FL 33143	Promotional Agreement	4/28/2008
46	Stallings Capital Group, Inc. dba Bob Stallings Racing LLC	BOB STALLINGS RACING BOB STALLINGS 4 WINDSOR RIDGE, FRISCO FRISCO, TX 75034	Motorsports Team Agreement	1/1/2008
47	T.B.H.C. d/b/a The Arnold Palmer Invitational	T.B.H.C. D/B/A THE ARNOLD PALMER INVITATIONAL MR. SCOTT WELLINGTON 9000 BAY HILL BLVD ORLANDO, FL 32819-4880	PGA Golf Tournament Sponsorship	2/14/2007
48	Tech Nation	TECH NATION 33 W SECOND ST MAYSVILLE, KY 41056	CAP Advertising Agreement	1/1/2009
49	The California Speedway Corporation	THE CALIFORNIA SPEEDWAY CORPORATION WAYNE T. WILLIAMS, CORPORATE SALES MANAGER 9300 CHERRY AVENUE FONTANA, CA 92335	Double terrace package Suite # 43, 70 VIP suite passes with access to pit row, 4 Worker passes and 35 VIP parking.	Aug-06
50	The Chanler at Cliff Walk	THE CHANLER AT CLIFF WALK MR. TIM THUELL 117 MEMORIAL BLVD NEWPORT, RI 02840-3659	Sponsorship	3/21/2009
51	The Oakland Raiders	THE OAKLAND RAIDERS MR. ROBERT KINNARD 1220 OAKLAND HARBOR BAY PKWY, ALAMEDA ALAMEDA, CA 94502	Promotional Agreement	8/30/2007
52	TIS Industries, Inc.	TIS INDUSTRIES, INC. 16815 E JOHNSON DR CITY OF INDUSTRY, CA 91745-2417	License Agreement	10//01/2007
53	TRAKON SHOW & DISPLAY INC	TRAKON SHOW & DISPLAY INC 42268 YEAREGO DR STERLING HEIGHTS, MI 48314-3260	Show Vehicle Support Contract.	Spot Buy - no date
54	USC Athletics	USC ATHLETICS MR. JOSE ESKANAZI 3501 WATTS WAY # 203A LOS ANGELES, CA 90089-0055	Promotional Agreement	3/31/2009

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55	Vehatire	VEHATIRE MIKE RICCHUITI-GENERAL MANAGER 186 N DUPONT HWY STE 33 NEW CASTLE, DE 19720-3139	License Agreement for Promotional Services	8/27/2007
56	Workhorse Custom Chassis LLC	WORKHORSE CUSTOM CHASSIS, LLC ATTN: KEITH H. BERK, ESQ. 180 N LA SALLE ST STE 3700 C/O HORWOOD MARCUS & BERK CHARTERED CHICAGO, IL 60601-2809	Trademark License Agreement	1/1/2005